



Invitation for Bids Title Page
Include This Page as the First Page in Your Proposal Response

City of Lynchburg, Virginia
Procurement Division

Bid Title: Veterinarian Services for Animal Control Department (excludes K-9 unit)

This is the City of Lynchburg's Invitation for Bid No. 06-342, issued April 10, 2006. Direct inquires for information to: Deborah Powell; Phone: 434-455-3841; Fax: 434-845-0711. All responses to this solicitation shall be in strict accordance with the requirements set forth in this bid document and the ensuing contract documents.

All requests for clarification of or questions regarding this invitation for bid must be made in writing, by facsimile (434) 845-0711 or email to deborah.powell@lynchburgva.gov and received by 2:00 p.m., June 1, 2006. Any alteration or changes to this Invitation for Bid will be made only by written addendum issued by the City of Lynchburg, Procurement Division.

Sealed bids will be publicly accepted prior to **2:00 p.m., June 15, 2006**. Bids received after the stated due date and time shall not be considered. Submit bids in a sealed envelope, and put the bid number, title, due date and time on the lower left front. Offerors are responsible for having their bids stamped by Procurement Division staff before the deadline indicated above and acknowledge all addenda so issued in the space provided below. All Offerors are responsible for obtaining issued addenda from the City's Purchasing Division website: www.lynchburgva.gov/home/index.asp?page=981.

Acknowledge receipt of addenda here: No. ____ Date: ____
(if applicable) No. ____ Date: ____
No. ____ Date: ____

Submit Bids: BY MAIL, GROUND DELIVERY, OR HAND DELIVER TO:
Procurement Division
Third Floor City Hall
900 Church Street
Lynchburg, Virginia 24504

In compliance with this Invitation for Bid and all the conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached documents. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Invitation for Bid. Sign in ink and type or print requested information.

Full Legal Name of Offeror: _____

Fed ID OR SOC. SEC. NO.: _____ Date: _____

Address: _____ Phone: (____) _____

Fax: (____) _____

Signature: _____

Typed or Printed Name, Title

Deborah Powell
City Buyer's Signature

SCOPE OF WORK

- A. The Veterinarian will provide services and medications as approved by the City of Lynchburg.
- B. All services shall be performed in a facility licensed and approved by the Commonwealth of Virginia Board of Health Professions.
- C. All staff members shall be appropriately licensed as required by the Commonwealth Board of Health Professions. Copies of certifications will be required from the successful bidder.
- D. Whenever it can be determined, the charge for services shall be payable by the animal's owner. If the ownership of the animal can not be determined, then the City shall pay for the charges. The fee schedule may have two tiers: one rate for City payable fees and a different rate for Pet Owners.
- E. Veterinarian shall assist in humane investigation and may be required to appear in court on the request of the Chief Animal Warden.
- F. Veterinarian shall provide a detailed monthly statement listing the treatment and amount for each animal treated by the facility.
- G. City Responsibilities:
 - Assign unique identification number to each case.
 - Provide examination forms (treatment forms to be designed by the City) to the City's Animal Control officers.
 - Acting as the legal agent for the animal, approve or decline in writing the diagnostic and treatment recommendations of the veterinarian.
 - Transport the animal to the appropriate shelter in a timely manner at the request of the veterinarian.
- H. Veterinary Facility Responsibilities
 - Keep medical record (completed Treatment Authorization / Consent Form) on file as required by state law.
 - Perform examination, diagnostics, and treatment as indicated and approved by agent.
 - Promptly notify the Animal Warden when treatment has been completed and pick up is needed.
 - Dispense appropriate medication and written instructions with animal at time of discharge.
 - Provide a copy of the "Treatment Authorization / Consent Form" to the officer at discharge.
 - Submit a statement of the invoices to the city on a monthly basis for reimbursement.
 - Provide a contact person name and number for billing purposes and specific bill resolution.

BID FORM

SERVICE	IF BILLED TO CITY	IF BILLED TO OWNER
Exam		
Overnight hospitalization		
Injections*		
Bandage		
Splints		
Minor wound cleaning		
Minor wound clean / staple		
Radiograph (x-ray) – 1 view		
Radiograph – 2 views		
Euthanasia – wildlife**		
Euthanasia 0 – 30 lbs.		
Euthanasia 31 – 75 lbs		
Euthanasia > 75 lbs		
Sedation <30 lbs		
Sedation 31-75 lbs		
Sedation > 75 lbs		
Discount off of the veterinarian's customary fee.		

*Most routine antibiotic, steroid, and pain injections will be performed for this fee, but certain injections of more expensive drugs may be higher. The offeror may provide a range and indicate routine and 2nd tier injection prices accordingly. _____

** If animal can be handled safely without sedation.

Without determination of ownership imaging, major surgery or CPR efforts and other diagnostics or treatments procedures may be performed at the discretion of the veterinarian without the consent of the city. However, neither the City nor the pet owner (if determined later) shall be required to reimburse the veterinarian for the heroic and/or advanced diagnostic measures not used in the common course of animal medical treatment.

Indicate below the category for which services will be provided from bidding facility.

_____ The prices listed above are quoted for services provided during normal work hours.

_____ The prices listed above are quoted for services provided after hours/emergency.

_____ The prices listed above are quoted for services provided during both normal and after hour calls.

A. SUBMISSION OF BIDS

1) An original (1), of your bid documents are required. Failure to comply with requirements of this Invitation for Bid shall be grounds for the City to reject such offers. Telegraphic or facsimile submission of proposals is not acceptable and any such proposals will not be considered. Nothing herein is intended to exclude any responsible Offeror or in any way restrain or restrict competition. All responsible Offerors are encouraged to submit bids.

2) Submission of Proprietary Information: Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however the Offeror must invoke the protection of this section prior to or upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary (Section 2.2-4342F of the Code of Virginia). **Offerors shall submit, in a separate section of the proposal, any information considered proprietary and any copyrighted material and clearly identify the information as proprietary and/or copyrighted information. Offerors may not declare their entire proposal proprietary nor may they declare proposed pricing to be proprietary.** References may be made within the body of the documents to proprietary information; however all information contained within the body of the documents not in the separate section labeled proprietary shall be considered Public Information.

3) Bids having any erasures or corrections must be initialed by the Offeror in ink.

4) The City reserves the right to accept or reject any or all bids, to waive informalities, and to reissue any invitation for bids and to award contracts to multiple Offerors. Any contract resulting from this Invitation for Bid shall not be exclusive to the Successful firm. The City reserves the right to contract with firms not party to the resultant contract for similar work if it determines this to be in their best interest.

5) By submitting a bid response, the Offeror agrees that the bid response will not be withdrawn for a period of 90 days following the due date for bid responses.

6) By submitting a bid response, the Offeror certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or to cause to be rigged, altered or otherwise manipulated its bid response for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the City.

7) By submitting a bid response, the Offeror certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontracting firm in connection with its bid; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised.

8) The City will not be responsible for any expense incurred by any Offeror in preparing and submitting a bid response. All bids submitted will become the property of the City.

9) Direct contact with any City Department other than Procurement, on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Director of Purchasing or their representative.

B. GENERAL INFORMATION AND OBJECTIVE

SCOPE OF WORK: The City of Lynchburg is seeking bids from qualified veterinarians to provide Veterinary Services for animals obtained by the Animal Control Department and Police Department.

C. SOLICITATION SCHEDULE

DATE

May 10, 2006
June 1, 2006
June 15, 2006

SCHEDULE OF ITEMS

Issue Invitation for Bid
Deadline for Submitting Questions/Requests for Clarification
Bids are Due Prior to 2:00 p.m.

D. BID PREPARATION

The bid response must address the items included in the Scope of Services. Bids should be prepared simply, providing straightforward and concise responses to requests and descriptions of qualifications and capabilities. Incomplete bids may be determined non-responsive.

Offerors should organize their bids using the format described below:

- 1) Title page
- 2) Proprietary Information form
- 3) Bid form
- 4) Insurance Requirements form
- 5) Non-discrimination/Anti-collusion Certificate form
- 6) Statement of Available Resources and Experience form
- 7) Limited Liability form

E. METHOD OF AWARD

Award will be made to the lowest responsible and responsive qualified bidder. The quality of the goods and services to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the delivery terms will be taken into consideration in making the award. The City reserves the right to award by item, groups of items or total bid, to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interest of the City will be served.

F. CONTRACT TERM

The initial term of this contract shall be for one (1) year from contract signing and may at the City's discretion, be extended up to four (4) additional one-year periods to be mutually agreed upon by both parties.

G. GENERAL TERMS AND CONDITIONS

- 1) Subcontracting and Assignment of Work: The successful firm shall not subcontract or assign portions of the work, other than those specifically defined in the CONTRACT, without the express written consent of the City. A description of any work the Offeror proposes to subcontract shall be submitted to the City for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontracting firm. This submittal shall also include a list of the key personnel that the subcontractor firm will assign to the project. All work performed by any subcontractor firm shall be coordinated by the successful firm and the successful firm will be responsible to the City for all work performed by any subcontracting firm or special consultant.
- 2) Payment for Services: Payments to the successful firm shall be made within 30 days after receipt of an approved invoice for services provided in the previous month. Backup documentation for each invoice shall be provided in detail satisfactory to the City. The successful firm's records and documentation supporting such invoices shall be made available to the City upon reasonable request. The successful firm agrees to retain all records, documents and support materials relevant to the CONTRACT for a period of five years following final payment.
- 3) Independent Successful firm: The successful firm is an independent successful firm and nothing contained in a subsequent CONTRACT shall constitute or designate such firm or any of its agents or employees as employees of the City.
- 4) Notification: Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Successful firm in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the City shall be given to the City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504. The Successful firm agrees to notify the City immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five calendar days after the date of mailing.
- 5) Termination and Ownership of Documents: The City reserves the right to terminate the contract upon written notice to the Successful firm. In the event of termination pursuant to this paragraph which is not the fault of the Successful firm, the Successful firm shall be paid for all services provided through the

date of termination. The contract will terminate immediately upon failure of the City of Lynchburg, City Council to appropriate funds for its continuance.

The Successful firm agrees that all information and materials gathered and/or prepared by or for it under the terms of the CONTRACT shall be delivered to, become and remain the property of the City upon completion of the work or termination of the CONTRACT. The City shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Successful firm.

6) Insurance: The selected firm shall be required to maintain in force such insurance, in amounts acceptable to the City, as will protect himself and the City from claims which may arise out of or result from the execution of the work, whether such execution be by himself, his employees, agents, subcontractor firms or by anyone for whose acts any of them may be liable. This coverage should include, at a minimum, Worker's Compensation, General Liability (including premises/operations, independent successful firms, products and completed operations, contractual liability and personal injury liability) and Professional Liability. All insurance shall be provided by companies authorized to conduct business in the Commonwealth. The selected firm shall furnish the City with an original Certificate of Insurance upon request. The Certificate should name the City as additional insured. The selected firm shall notify the City at least 30 days prior to policy cancellation, non-renewal or reduction of coverage.

7) Laws and Regulations: The Successful firm shall abide by all Federal, State and Local laws and regulations governing the provision of the services called for in the contract. The Successful firm shall give notice and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the City of Lynchburg General District Court or the Lynchburg Circuit Court.

8) Additional Services: The City may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Invitation for Bid as mutually agreed to at a price mutually agreed upon.

9) Severability: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

10) Licenses and Permits: The Successful firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work. The City will not charge for any permits required by the City of Lynchburg.

11) Nondiscrimination: If the resultant contract exceeds \$10,000, during the performance of the contract, the Successful firm agrees as follows:

- 1)** The Successful firm will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful firm. The Successful firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 2)** The Successful firm, in all solicitations or advertisements for employees placed by or on behalf of the Successful firm, will state that such Successful firm is an equal opportunity employer.
- 3)** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 4)** The Successful firm will include the provisions of the foregoing paragraphs 1, 2 and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontracted firm or vendor.

12) Payments To Successful Firms. In accordance with Virginia Code Section 2.2-4354 the Successful firm agrees that:

1) Should any contractor be employed by the Successful firm for the provision of any goods or services under this Contract, the Successful firm agrees to the following:

a) The Successful firm shall, within seven days after receipt of any payments from the City pursuant to this Contract, either:

1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the goods or services provided by the subcontractor; or

2) Notify the City, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractors firm's payment with the reason for nonpayment. Written notice to the City shall be given to: City of Lynchburg, Procurement Administrator, 900 Church Street, Lynchburg, VA 24504.

b) The Successful firm shall pay interest to the subcontractors firm, at the rate of one percent per month on all amounts owed to the subcontractors firm that remain unpaid after seven days following receipt of payment from the City for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2) above.

c) The Successful firm shall include in each of its subcontracts a provision requiring each subcontractors firm to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractors firm.

d) The Successful firm's obligation to pay an interest charge to a subcontractors firm shall not be an obligation of the City.

e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

2) Invoice processing is to be in strict accordance with the rules and regulations set forth by the applicable Jurisdiction and the *Code of Virginia* Section 2.2-4352, requiring payment of invoices within 30 days of receipt of a proper invoice. No promises or commitments on the part of any employee of the Public Body shall bind the Jurisdiction to any other terms and/or conditions other than those set forth in procedures issued by the Public Body.

a) Invoices shall be submitted to the City on a monthly basis. The City shall pay the amount of the invoice within thirty (30) days. However, the City shall have the right to verify information contained on an invoice and extend the time of payment until information is received to correct any errors found therein. The invoices submitted shall include, at a minimum, the following information:

Project name
City assigned Contract Number;
Invoice number

b) Payments shall not be considered as evidence of satisfactory performance of the work either in whole or in part, nor shall any payment be construed as acceptance by the City of any defective work. The City reserves the right to withhold payment in the event the City believes that the work is unsatisfactory.

13) Contractual Claims: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the City's Procurement Administrator, Third Floor City Hall, 900 Church Street, Lynchburg Virginia 24504 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief

requested. The City's Procurement Administrator shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City's Procurement Administrator by providing written notice to the City Manager, within 15 days of the date of the decision. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Successful firm shall be delivered to the City no later than 30 days following the conclusion of the work or delivery of the goods.

14) Taxes: The Successful firm shall pay all City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price as the taxes shall be an obligation of the Successful firm and not of the City and the City shall be held harmless for same by the Successful firm.

15) Indemnification: To the fullest extent permitted by law, the Successful firm, for itself, heirs, representatives, successors and assigns agrees to save, defend, keep harmless and indemnify the City and all of its officials, agents and employees (collectively, the "City") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Successful firm's performance (or nonperformance) of the agreement terms or its obligations under this agreement.

16) Contract Assignment: The resultant contract may not be assigned, in whole or part, without the written consent of the City.

17) Royalty and License Fees and Copyright, Trademark and Patent Protection: The Successful firm shall pay all royalty and license fees relating to the items covered by the contract. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the City from any cost, expense, damage or loss incurred in any manner by the City on account of such alleged infringement.

18) Responsibility for Property: The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

19) Precedence of Documents: The precedence of documents shall be as follows: the CONTRACT, the Request for Proposals and the Offeror's response to the Request for Proposals.

20) Administrative Appeals Procedure:

a) The following are the exclusive procedures for a bidder or offeror to protest the city's award or decision to award a contract.

1) Any protest to award a contract shall be in writing and shall be delivered so that it is received by the city manager not later than five (5) business days after announcement of the award or decision to award, whichever comes first. Otherwise any such protest shall be deemed to be waived.

2) Except for a protest of an emergency or sole source procurement, a protest of a city award or decision to award a contract may only be made by a person who submitted a bid or proposal for the procurement at issue and who was reasonably likely to have its proposal accepted but for the city's decision. In the case of an emergency or sole source procurement, a protest may only be made by a person who can show that he was reasonably likely to have submitted a successful bid or proposal if the procurement had been other than emergency or sole source.

3) Protests shall only be granted if (1) the protester has complied fully with this Sec. 18.1-6 and there has been a violation of law, the Lynchburg public procurement code, or mandatory terms of the solicitation that clearly prejudiced the protestor in a material way, or (2) a statute requires voiding of the decision.

- 4) The city manager shall issue a written decision on a protest within ten (10) days of its receipt by the city manager.
- 5) If the protest is denied, the protestor may only appeal the denial or otherwise contest or challenge procurement by then filing suit in the Lynchburg circuit court, Lynchburg, Virginia, and serving the city with such suit within ten (10) days of such denial. Otherwise, the city manager's decision shall be final and conclusive, and the protester's right to appeal the denial or to otherwise contest or challenge the procurement shall be deemed to be waived.
- 6) The city should defer award of a contract where the decision to award has been protested unless there is a written determination by the city manager that proceeding without delay is necessary to protect the public interest or unless the bid or offer of the prospective award would expire.
- 7) The validity of a contract awarded and accepted in good faith shall not be affected by the fact that a protest or appeal is filed.
- 8) The exclusive relief allowed if a protest is granted is to void the decision being protested. If a contract has already been awarded and performance under the contract has begun, the contract need not be voided if not in the public interest to do so. Under no circumstances will any monetary amount be allowed to the protestor as part of any relief granted.
- 9) Strictly following these procedures shall be a mandatory prerequisite for protest of the city's award or decision to award a contract. Failure by a bidder to follow these procedures strictly shall preclude that bidder's protest and be deemed to constitute a waiver of any protest.

b) A protest may not be based upon the alleged non-responsibility of a person to whom the city awards or makes a decision to award a contract.

21) Drug Free Workplace: In accordance with Sec 2.2-4312 of the Virginia Code, during the performance of this contract, the Consultant agrees to (i) provide a drug-free workplace for the consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the consultant that such consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

Successful consultant shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the contract or while on City premises or distribute it to City employees.

Successful Consultant understands that a violation of these prohibitions constitutes a breach of the contract and that the City has the right cancel the contract.

For the purpose of this section, "Drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Consultant, the employees whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. DEFAULT AND TERMINATION

1) City's Rights in the Event of Default. Upon the occurrence of Contractor default, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

- a) Withhold payments that would otherwise be due, until the default has been cured.

- b) Enjoin any breach or threatened breach by Contractor of any covenants, agreements, terms, provisions or conditions hereof.
- c) Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this Contract.
- 2) Notice of Cure: A cure letter is used when a contractor has failed to perform or deliver in accordance with the provisions of contract. Such notice provides the Contractor a period of time to correct or "cure" the deficiency and places Contractor on notice as to the consequences for failure to take the required corrective action. Such notice may be given orally or in writing. Notice of Cure informs the Contractor that non-conformance is a breach of contract and if the deficiency is not corrected within a stated number of days, the Public Body will terminate the contract for default and hold the Contractor liable for any excess costs.
- 3) All Remedies Cumulative. All rights and remedies granted to the City herein, and other rights and remedies which the City may have at law and in equity, are hereby declared to be cumulative and not exclusive, and the fact the City may have exercised any remedy without terminating this Contract shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.
- 4) Force Majeure. Neither party shall be deemed to be in default of any provision of contract, or failure in performance, resulting from acts or events beyond the reasonable control of such party. The Contractor shall notify the City in writing as soon as Contractor knows, or should reasonably know, that a force majeure event has occurred that will delay completion of the scope of work. Said notification shall include reasonable proof required by the City to evaluate any Contractor request for relief. The City's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on both parties. The Contractor is not entitled to damages, compensation, or reimbursement from losses incurred from any force majeure event.
- 5) Termination for Failure to Maintain Insurance. The City may terminate the contract immediately, without prior notice to the Contractor, if the Contractor fails to maintain the insurance required herein.
- 6) Termination for Convenience: The performance of work under contract may be terminated by the Public Body upon written notice to the Contractor without cause, for any reason in whole or in part; whenever it is determined that such termination is in the Public Body's best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive termination of services covered by a contract, shall remain in full force and effect after termination. In the event of such termination, the Contractor shall be paid for services rendered and approved up to the date of termination. The Contractor may submit any termination claim within 60 days after receipt of the notice of termination.
- 7) Termination for Nonpayment: In the event the Public Body fails to make payment in accordance with applicable standard payment terms, the Contractor may declare the Public Body in default and exercise any right to cure such default. If the Public Body fails to cure such default within 30 days of receiving such written notice, the Contractor may, by giving written notice to the Jurisdiction, terminate the contract and/or the applicable Scope of Work as of the end of such 30-day period on such date as is specified in such notice of termination.
- 8) Cancellation of Contract: The City reserves the right to cancel any subsequent contract at any time the City, in its sole discretion, deems it to be in the best interest to do so by giving the contractor sever (7) days written notice.

PROPRIETARY INFORMATION

Trade Secrets or Proprietary information submitted by an offeror, or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror or contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please check one:

() **No**, the submittal I have turned in does not contain any trade secrets and/or proprietary information.

() **Yes**, the submittal I have turned in does contain trade secrets and/or proprietary information.

If **YES**, please list the page numbers and the reasons for why the information is considered a trade secret and/or proprietary information. **Do Not Mark the Whole Proposal Proprietary.**

INSURANCE REQUIREMENTS

The contractor/vendor shall procure, maintain, and provide proof of insurance coverage for injuries to persons or damages to property which may arise from or in connection with the work performed on behalf of the City by the contractor, his agents, representative, employees, or subcontractor. Such coverage shall be maintained by the contractor/vendor for the duration of the contract period.

Broad Form Commercial General Liability:

(Occurrence Form CG0001, Ed. 11/88): \$1,000,000 CSL, BI &PD

Automobile Liability:

Code 1 "ANY AUTO" (Form CA0001 Ed. 6/92): \$1,000,000 CSL, BI & PD

Workers' Compensation: Statutory Amount

Surety Bond: Covering third party dishonesty in the amount of \$25,000.00

[illegible]

The insurance policies shall include or be endorsed to include the following provisions.

1. The city of Lynchburg, Virginia its officers/officials, employees, agents, and volunteers (the City) shall be added as "insured's" under the terms and conditions of the policies for liabilities which may arise out of the contractor/vendor's operations or activities in these projects.
2. Any deductibles or self-insured retentions applicable to required coverage's shall be paid by the contractor/vendor, and the City shall not be required to participate therewith.
3. The contractor/vendor shall agree to provide the City with 30 days written notice of any cancellation of or reduction in the required coverage's.
4. The insurance required hereunder shall be primary and any insurance or self-insurance maintained by the City shall be excess of the contractors/vendor's insurance and shall not contribute therewith.
5. Failure of the contractor/vendor to comply with any reporting provisions of the insurance policies required hereunder shall not affect coverage provided to the City.
6. All rights of subrogation against the City shall be waived.
7. The contractor/vendor shall provide the City with certificate of insurance with applicable endorsements effecting coverage's, signed by a person authorized by the insurance company to bind coverage on its behalf. Certificates of insurance shall be received by the City within 5 days of notice of intent to award. Please state ability to comply_____
8. All coverage's for subcontractors of the contractor/vendors, if any, shall be subject to all of the requirements stated herein.

NONDISCRIMINATION AND ANTI-COLLUSION CERTIFICATION

Certification of Nondiscrimination and Anti-Collusion: By submitting their bids, all bidders certify to the City of Lynchburg, VA that they will conform to the provisions of the Federal civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance:

Employment discrimination by contractor prohibited; required contract provisions

All public bodies shall include in every contract of more than \$10,000 the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

The offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

Notary: _____ My term expires: _____

Date: _____ Seal: _____

STATEMENT OF AVAILABLE RESOURCES AND EXPERIENCE

Equipment: _____

Number of Personnel Currently Employed: _____

Number of Personnel Available for Project: _____

Other Pertinent Information: _____

How Long In Business (at current address): _____

Principals: _____

Title: _____

Principals: _____

Title: _____

Type of Work Normally Performed: _____

Projects of this type previously completed:

1. _____ Amount \$ _____

2. _____ Amount \$ _____

3. _____ Amount \$ _____

Reference (for Projects listed above):

1. _____ Tel. No. _____

2. _____ Tel. No. _____

3. _____ Tel. No. _____

LIMITED LIABILITY FORM

All Prospective Firms Must Respond To The Following

If a limited liability company, limited liability partnership, or a limited partnership indicate below:
Check one:

___ Limited Liability Company

___ Limited liability partnership

___ Limited partnership

| Have you registered with the State Corporation Commission, to conduct business in Virginia?

☐ Yes ☐ No If yes, State Corporation Commission # _____

Name(s) and address ('s) of the individuals that formed the limited liability organization:

List who is authorized to execute contracts: _____

If conducting business under an assumed business name, fill out the following information:

Name of assumed business: _____

Owner's name and address: _____

Registration date: _____ Expires: _____

If conducting business as a sole proprietorship, fill out the following information:

Individual's name liable for all obligations of business: _____

If you are a sole proprietor using an assumed name, please list below:

Registration date: _____ Expires: _____